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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
10/071,442	02/06/2002	Blaine D. Gaither	10018453-1	2888

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EXAMINER

LAstra, DANIEL

ART UNIT	PAPER NUMBER
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3688

NOTIFICATION DATE	DELIVERY MODE
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07/13/2009

ELECTRONIC

Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

Notice of the Office communication was sent electronically on above-indicated "Notification Date" to the following e-mail address(es):

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Office Action Summary	Application No. 10/071,442	Applicant(s) GAITHER, BLAINE D.	
	Examiner DANIEL LASTRA	Art Unit 3688	

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on ____.
- 2a) ☐ This action is **FINAL**. 2b) ☒ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 1-11, 14, 17-22 and 26-32 is/are pending in the application.
- 4a) Of the above claim(s) ____ is/are withdrawn from consideration.
- 5) ☐ Claim(s) ____ is/are allowed.
- 6) ☒ Claim(s) 1-11, 14, 17-22, and 26-32 is/are rejected.
- 7) ☐ Claim(s) ____ is/are objected to.
- 8) ☐ Claim(s) ____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on ____ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some * c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
 2. ☐ Certified copies of the priority documents have been received in Application No. ____.
 3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

- | | |
|--|---|
| 1) <input type="checkbox"/> Notice of References Cited (PTO-892) | 4) <input type="checkbox"/> Interview Summary (PTO-413) |
| 2) <input type="checkbox"/> Notice of Draftsperson's Patent Drawing Review (PTO-948) | Paper No(s)/Mail Date. ____. |
| 3) <input checked="" type="checkbox"/> Information Disclosure Statement(s) (PTO/SB/08) | 5) <input type="checkbox"/> Notice of Informal Patent Application |
| Paper No(s)/Mail Date ____. | 6) <input type="checkbox"/> Other: ____. |

DETAILED ACTION

1. Claims 1-11, 14, 17-22, and 26-32 have been examined. Application 10/071,442 (SYSTEM FOR OFFERING SERVICES USING NETWORK OF UNOWNED COMPUTERS) has a filing date 02/06/2002.

Response to Amendment

2. In response to Final Rejection filed 01/09/2009, the Applicant filed an RCE on 04/09/2009, which amended claims 1-11, 14, 17-22, cancel claims 12, 13, 16, 23-25 and added new claims 26-32.

Claim Rejections - 35 USC § 102

3. The following is a quotation of the appropriate paragraphs of 35 U.S.C. 102 that form the basis for the rejections under this section made in this Office action:

A person shall be entitled to a patent unless –

(b) the invention was patented or described in a printed publication in this or a foreign country or in public use or on sale in this country, more than one year prior to the date of application for patent in the United States.

Claims 1-3 and 9 are rejected under 35 U.S.C. 102(b) as being anticipated by ISP offers free PCs to subscribers (<http://news.zdnet.co.uk/internet/0,1000000097,2070845,00.htm>).

Claim 1, ISP teaches:

A method utilizing a collective processing capability of a plurality of computers after the computers have been sold to purchasers by a vendor, the method comprising the steps of:

entering into a plurality of agreements, each of which is between the vendor and a different one of the purchasers, wherein, *the agreement specify that the vendor*

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retains a right to use processing resources of the corresponding computers after the sale of the computers (see paragraph 1)

conveying, subject to said agreements, the plurality of the computers to said purchasers (see paragraph 1 “commit to using Empire.net”);

and using a network of the plurality of computers to provide a service that provides the vendor with a commercial benefit (see paragraph 1 “Empire.net”).

Claim 2, ISP teaches:

wherein each one of said plurality of agreements is entered into prior to the sale of a respective said specific one of the computers (see paragraph 1).

Claim 3, ISP teaches:

wherein the agreement provides a purchasing incentive to each of the purchasers (See paragraph 1 “free PC”).

Claim 9, ISP teaches:

wherein said network includes said computers used by entities not in privity with the vendor (see paragraph 1).

Claim Rejections - 35 USC § 103

4. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

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Claim 4-8, 10-11, 14, 17-22, and 26-32 are rejected under 35 U.S.C. 103(a) as being unpatentable over ISP offers free PCs to subscribers (http://news.zdnet.co.uk/internet/0_1000000097.2070845.00.htm) in view of Jones (US 2002/0198929).

Claims 14 and 21-22, ISP teaches:

A method for utilizing a collective processing capability of a plurality of devices containing embedded processors, after the devices have been sold to purchasers by a vendor, the method comprising:

entering into an agreement between the vendor and one of the purchasers wherein, with respect to a specific one of the devices to be sold to said one of the purchasers, the vendor retains a right to use *a portion of the embedded processor of said specific device* after the sale thereof (see paragraph 1)

conveying *the specific device to said one of the purchaser* after entering into said agreement (see paragraph 1); and

using the network to provide a service, used by the purchasers, that provides the vendor with a commercial benefit (see paragraph 1).

The prior art does not expressly teach repeating the previous two steps until a predetermined minimum number of said devices *that are connectable to* a network have been sold. However, Jones teaches that it is old and well known in the communication art to determine a predetermined minimum number of computer to create a share network (see paragraph 6). Therefore, it would have been obvious to a person of ordinary skill in the art at the time the application was made, to know that ISP would provide incentive to subscribers that share their computer resources with the Internet

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providers' master internet server, as taught by Jones in order to help said Internet service provider offload demands from their master Internet server.

Claim 4, ISP does not teach:

wherein, in response to a query generated by a first one of the computers and received by a second one of the computers using the processing resource of the second one of the computers to send data from the second one of the computers to the first one of the computers wherein the processing resource of the second one of the computers used is the processing resource retained by a corresponding one of the agreements. However, Jones teaches a system where a master server divides a large file into several small pieces and then downloads those file pieces to client machines, where these client machines function as peer to peer servers and where subsequent requests from new client machines are then redirected by the master server to the clients which already have the required file pieces (see paragraph 6). Therefore, it would have been obvious to a person of ordinary skill in the art at the time the application was made, to know that Internet service providers would provide to subscribers free PCS with the incentive that said subscribers share their computer resources with the Internet providers' master internet server, as taught by Jones in order to help said Internet service provider offload demands from their master Internet server.

Claim 5, ISP does not teach:

wherein said data comprises an Internet web page (see paragraph 1).

Claims 6 and 17, ISP does not teach:

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wherein the network comprises a plurality of nodes, each of which includes one of the computers, and wherein one of the nodes is a vendor node the method further comprising; the vendor node maintaining a list of all of the computers connected thereto, along with the respective IP addresses for each of the computers, and information identifying files stored on each respective one of the computers. However, Jones teaches a system where a master server divides a large file into several small pieces and then downloads those file pieces to client machines, where these client machines function as peer to peer servers and where said master server keeps track of where said file pieces are located using TCP/IP suite of protocols (see paragraphs 6, 17). Therefore, it would have been obvious to a person of ordinary skill in the art at the time the application was made, to know that Internet service providers would provide to subscribers free PCS with the incentive that said subscribers share their computer resources with the Internet providers' master internet server and where said Internet provider would know the shared resources for each client computer, as taught by Jones in order to help said Internet service provider offload demands from their master Internet server.

Claims 7 and 18, ISP does not teach:

wherein the network comprises a plurality of peers, each of which includes one of the computers the method further comprising; and configuring each of the peers in the network as a servent that acts as both a client and a server to distribute data between the peers in response to a query generated by one of the peers. However, Jones teaches a system where a master server divides a large file into several small pieces

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and then downloads those file pieces to client machines, where these client machines function as peer to peer servers and where subsequent requests from new client machines are then redirected by the master server to the clients which already have the required file pieces (see paragraph 6). Therefore, it would have been obvious to a person of ordinary skill in the art at the time the application was made, to know that Internet service providers would provide to subscribers free PCS with the incentive that said subscribers share their computer resources with the Internet providers' master internet server, as taught by Jones in order to help said Internet service provider offload demands from their master Internet server.

Claim 8, ISP does not teach:

distributing said query between successive said peers until the query is received by one of the peers having access to said data; and distributing said data between successive said peers until the data is received by said one of the peers that generated the query. However, Jones teaches a system where a master server divides a large file into several small pieces and then downloads those file pieces to client machines, where these client machines function as peer to peer servers and where subsequent requests from new client machines are then redirected by the master server to the clients which already have the required file pieces (see paragraph 6). Therefore, it would have been obvious to a person of ordinary skill in the art at the time the application was made, to know that Internet service providers would provide to subscribers free PCS with the incentive that said subscribers share their computer resources with the Internet providers' master internet server, as taught by Jones in

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order to help said Internet service provider offload demands from their master Internet server.

Claims 10 and 19 ISP does not teach:

wherein retaining the right to use said processing resources comprises retaining the right to use low-priority processor cycles of the corresponding computers to effect said service. However, Jones teaches a system where client computers share their computer resources such as CPU limits, memory limits with a master server in order to help said master server offload demands from their master Internet server (see paragraphs 30-31). Therefore, it would have been obvious to a person of ordinary skill in the art at the time the application was made, to know that Internet service providers would provide to subscribers free PCS with the incentive that said subscribers share their computer resources with the Internet providers' master internet server, as taught by Jones in order to help said Internet service provider offload demands from their master Internet server.

Claims 11 and 20, ISP does not teach:

wherein retaining the right to use said processing resources comprises retaining the right to use a predetermined amount of processor time within a fixed interval of time in each of the computers to effect said service. However, Jones teaches a system where client computers share their computer resources such as CPU limits, memory limits with a master server in order to help said master server offload demands from their master Internet server (see paragraphs 30-31). Therefore, it would have been obvious to a person of ordinary skill in the art at the time the application was made, to

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know that Internet service providers would provide to subscribers free PCS with the incentive that said subscribers share their computer resources with the Internet providers' master internet server, as taught by Jones in order to help said Internet service provider offload demands from their master Internet server.

Claim 26, ISP does not teach:

wherein entering into the plurality of agreements further comprises entering into the plurality of agreements to retain a right to use secure storage areas in the computers to store data of the vendor. However, Jones teaches a system where client computers share their computer resources such as disk space with a master server in order to help said master server offload demands from their master Internet server (see paragraphs 30-31). Therefore, it would have been obvious to a person of ordinary skill in the art at the time the application was made, to know that Internet service providers would provide to subscribers free PCS with the incentive that said subscribers share their computer resources with the Internet providers' master internet server such as disk space, as taught by Jones in order to help said Internet service provider offload demands from their master Internet server.

Claim 27, ISP does not teach:

wherein retaining the right to use the secure areas comprises retaining the right to use virtual environments in the computers for storing the vendor data. However, Jones teaches a system where client computers share their computer resources such as disk space, CPU resources, memory with a master server in order to help said master server offload demands from their master Internet server

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(see paragraphs 30-31). Therefore, it would have been obvious to a person of ordinary skill in the art at the time the application was made, to know that Internet service providers would provide to subscribers free PCS with the incentive that said subscribers share their computer resources such as using the CPU, memory and disk resources as taught by Jones to create virtual environments with the Internet providers' master internet server in order to help said Internet service provider offload demands from their master Internet server.

Claim 28, ISP teaches:

wherein entering into the plurality of agreements further comprises entering into the plurality of agreements to run software of the vendor using the retained processing resources of the computers, the method further comprising: receiving a request from a requestor for the service and running the software on at least one of the computers in response to the request (see paragraph 1 "empire.net").

Claim 29, ISP teaches:

wherein retaining the right to use the processing resources of the computers comprises retaining the right to use the processing resource of at least one of the computers to retrieve data to provide to a requestor over the network in response to a request from the requestor (see paragraph 1 "accessing the empire network").

Claim 30, ISP does not teach:

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wherein the portion of the embedded processor of one of the predetermined minimum number of said devices is used for providing the service in response to a request submitted by a requestor over the network. However, Jones teaches a system where a master server divides a large file into several small pieces and then downloads those file pieces to client machines, where these client machines function as peer to peer servers and where subsequent requests from new client machines are then redirected by the master server to the clients which already have the required file pieces (see paragraph 6). Therefore, it would have been obvious to a person of ordinary skill in the art at the time the application was made, to know that Internet service providers would provide to subscribers free PCS with the incentive that said subscribers share their computer resources with the Internet providers' master internet server, as taught by Jones in order to help said Internet service provider offload demands from their master Internet server.

Claim 31, ISP does not teach:

wherein the request is for data, and wherein the portion of the embedded processor of the one of the predetermined minimum number of said devices is used to retrieve the data for provision back to the requestor. However, Jones teaches a system where a master server divides a large file into several small pieces and then downloads those file pieces to client machines, where these client machines function as peer to peer servers and where subsequent requests from new client machines are then redirected by the master server to the clients which already have the required file pieces (see paragraph 6). Therefore, it would have been obvious

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to a person of ordinary skill in the art at the time the application was made, to know that Internet service providers would provide to subscribers free PCS with the incentive that said subscribers share their computer resources with the Internet providers' master internet server, as taught by Jones in order to help said Internet service provider offload demands from their master Internet server.

Claim 32, ISP does not teach:

wherein entering into the corresponding agreement between the vendor and each of the purchasers comprises entering into the corresponding agreement to allow the vendor to use the processing resource of each of the number of computers to retrieve data for provision to a requestor over the network in response to a request submitted by the requestor. However, Jones teaches a system where a master server divides a large file into several small pieces and then downloads those file pieces to client machines, where these client machines function as peer to peer servers and where subsequent requests from new client machines are then redirected by the master server to the clients which already have the required file pieces (see paragraph 6). Therefore, it would have been obvious to a person of ordinary skill in the art at the time the application was made, to know that Internet service providers would provide to subscribers free PCS with the incentive that said subscribers share their computer resources with the Internet providers' master internet server, as taught by Jones in order to help said Internet service provider offload demands from their master Internet server.

Response to Arguments

5. Applicant's arguments with respect to the claims have been considered but are moot in view of the new ground(s) of rejection.

Conclusion

6. Any inquiry concerning this communication or earlier communications from the examiner should be directed to DANIEL LASTRA whose telephone number is 571-272-6720 and fax 571-273-6720. The examiner can normally be reached on 9:30-6:00.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Eric Stamber can be reached on 571-272-6724. The official Fax number is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free).

/DANIEL LASTRA/
Examiner, Art Unit 3688
June 24, 2009